

REMARKS/ARGUMENTS

Reconsideration and allowance of this application are respectfully requested.

Currently, claims 1-4, 6-10 and 20-21 are pending in this application.

Rejections Under 35 U.S.C. §103:

Claims 1-4, 6-10 and 20-21 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over Koreeda (U.S. ‘137) in view of Walker et al (U.S. ‘636, hereinafter “Walker”). Claims 6-9 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over Koreeda in view of Walker and further in view of Blinn et al (U.S. ‘622, hereinafter “Blinn”). Applicant respectfully traverses these rejections.

In order to establish a *prima facie* case of obviousness, all of the claim limitations must be taught or suggested by the prior art and there must be some suggestion or motivation either in the references themselves or in the knowledge generally available to one of ordinary skill in the art to modify the reference or to combine reference teachings.

Applicant submits that one of ordinary skill in the art would not have been motivated to combine the teachings of Koreeda and Walker. In particular, the systems disclosed by Koreeda and Walker are incompatible with one another. Walker discloses providing a buyer with a voucher to indicate that he/she has paid for a particular product. It is then up to the buyer to go and collect the product using the voucher. In contrast, Koreeda discloses a more conventional approach of having the seller deliver the product to the customer. Accordingly, the teachings of these two systems are mutually incompatible. It is not possible to envision a system where the product is delivered to the customer (as in Koreeda), and the customer has to collect the product from a retailer (as in Walker). Moreover, Walker’s teaching of redemption information is also incompatible

with Koreeda's system since no redemption takes place therein or even needed. Again, the seller simply delivers the product to the customer.

In Walker's system, the buyer offers to purchase a product at a price that the buyer chooses. In contrast, Koreeda discloses a system in which the seller offers to sell at a price that the seller chooses.

As further evidence that the systems disclosed by Walker and Koreeda are incompatible, Walker openly criticizes the approach in which a seller delivers product to a customer (i.e., the very same approach disclosed by Koreeda). For example, col. 2, lines 17-26 of Walker states the following:

“Having a product shipped to a buyer, which is the conventional mode of delivering a product purchased online, presents several drawbacks. For example, many buyers are not home during the day and cannot sign for, or otherwise arrange to receive, the product from a delivery service. In addition, the shipping service itself presents an additional cost that, depending on the product, may offset any savings made possible by shopping online. Finally, some products simply cannot be delivered at all, such as a service provided to buyers.”

The above passage of Walker thus teaches away from the approach disclosed by Koreeda. One of ordinary skill in the art would thus not have been motivated to combine the teachings of Koreeda and Walker.

Accordingly, Applicant respectfully requests that the rejection of claims 1-4, 6-10 and 20-21 under 35 U.S.C. §103 in view of Koreeda and Walker be withdrawn.

Even if one of ordinary skill in the art were motivated to combine Koreeda and Walker, the combination (even along with Blinn) would still not teach or suggest the subject matter required by at least dependent claims 6, 8 and 9. Blinn relates to translation of database queries to fit with a schema of a queried database. A schema is

the structure of the database. It specifies the types of records in each table of the database, and how those records are interrelated.

If the teachings of Blinn were added to those of Koreeda and Walker, it would be to take a user product request and to translate it to the schema used in one of the seller's product databases. This translation would not result in a change to an electronic catalog in Koreeda and Walker or triggering an update of association data associating any product from that data object with data in those electronic catalogs. Accordingly, the combination of Koreeda, Walker and Blinn fails to teach or suggest, for example, "wherein the association data is updated in response to updates to the specified data in the enterprise capability store," as required by claim 6. The three-way combination of Koreeda, Walker and Blinn also does not teach or suggest "wherein the specified data in the enterprise capability store is updated and consequent changes made to data referencing said specified data," as required by claim 8 or "wherein any market product definition stored in the marketplace product store is deleted in the event that there is no remaining association data for that marketplace definition to data stored in the enterprise capability store," as required by claim 9.

There is no teaching or suggestion in Koreeda or Walker that once a record is written in a database, it can be subsequently altered to, for example, cope with an enterprise capability ceasing to exist. If Blinn were combined with Koreeda and Walker, the combination would merely enable electronic catalogs of different formats to be accessible to the customer. In effect, a translation function would be added to the purchasing agent of Walker or to the user's browser in Koreeda. However, adding this

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translation to the purchasing agent or to a user browser does not result in the invention required by claims 6, 8 and 9.

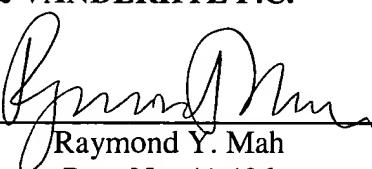
Conclusion:

Applicant believes that this entire application is in condition for allowance and respectfully requests a notice to this effect. If the Examiner has any questions or believes that an interview would further prosecution of this application, the Examiner is invited to telephone the undersigned.

Respectfully submitted,

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By: _____



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